

**FirstService Residential Ontario ("FirstService Residential")  
Terms and Conditions for Certified Category "A" Vendors**

The Vendor is seeking to become a FirstService Residential Certified Vendor for the purpose of providing goods and services to FirstService Residential's Condominium Corporation clients.

**1. Certified Vendor Classifications:**

**A. Certified Gold:** Certified Gold vendors meet the minimum requirements for Certified Vendors and also provide to FirstService Residential and its Condominium Corporation client/s additional insured endorsements on the certificate of insurance that state "FirstService Residential Ontario and any of its managed Condominium Corporations."

**B. Certified Silver:** Certified Silver vendors meet the minimum requirements and also provide to FirstService Residential and its Condominium Corporation client/s additional insured endorsements with the certificate of insurance that state "FirstService Residential Ontario and [specifically named Condominium Corporation client/s] of FirstService Residential's group of managed Condominium Corporations."

**2. Certifications by Vendor.** Vendor must certify that all information submitted to FirstService Residential, FirstService Residential's clients and BCS (an independent business credentialing company) is current, true and correct and the Vendor understands and agrees that FirstService Residential and its client/s are relying on all such information.

**3. Term of Certified Status.** Vendor understands that should FirstService Residential accept the Vendor as a Certified Vendor such approval will remain in full force, effective for one year from its enrollment date, provided that Vendor complies with these Terms and Conditions throughout the certification period. One year after the enrollment date the Certified Vendor is required to re-certify with the program.

**4. Warranties and Representations.** Vendor hereby represents and warrants to FirstService Residential and its clients that:

**A.** It will continuously keep the information in the application up to date, in the event of any change.

**B.** The persons named in the application and those executing required certifications and agreements, and those providing warranties and representations for Certified Vendor status have the actual authority of Vendor to do so and to legally bind the Vendor.

**C.** Certified Vendor shall at all times comply with all applicable laws, ordinances, regulations and all lawful orders and guidelines of any duly constituted authority;

**D.** All services performed or goods supplied shall be provided or supplied in accordance with the terms of a valid work order issued by FirstService Residential or its Condominium Corporation clients or otherwise in accordance with a written agreement covering the scope of work to be provided;

**E.** Vendor and Vendor's employees and principals carry and maintain in good standing all appropriate licenses for any and all work undertaken.

**F.** No work Vendor is engaged to perform is excluded from Vendor's policies of insurance.

**G.** Vendor understands and agrees that FirstService Residential has no responsibility for any payment under a Vendor agreement to furnish goods or services to a Condominium Corporation and Vendor agrees to provide all invoices in the legal name of the Condominium Corporation for which the work or materials are being performed or supplied.

**H.** Vendor shall ensure that any subcontractors are duly licensed and insured.

**5. Insurance Requirements.** Throughout the term that the Vendor is a Certified Vendor, it will maintain in full force and effect policies of insurance including at a minimum the following

**A. WSIB - Worker's Compensation**

**1.** Statutory limits of insurance covering employees.

**B. Commercial Public Liability** coverage extended to include:

**i.** Limits of insurance:

- \$5,000,000 each occurrence for bodily injury, property damage, and General Liability

**ii.** FirstService Residential and its clients shall be included on an endorsement as "additional insureds".

**C. Required Insurance Certificate and Endorsements.** An original Certificate of Insurance and necessary endorsements must be provided evidencing coverage in accordance with the terms set forth herein. Original renewal Certificates of Insurance shall be provided one to two weeks prior to the expiration of any coverage required. Certificates shall specifically state the risks covered and amounts thereof - as well as the fact that such insurance may not be cancelled or amended to provide coverage which would be inconsistent with these Terms and Conditions without prior written notice to the additional

insured. All coverage shall apply to all locations where the Registered Vendor performs services for FirstService Residential's clients.

**D. Other Insurance.** Such other insurance coverage in such amount as is customary for the industry in which the Certified Vendor operates.

**6. Limitations.** Acceptance by FirstService Residential of the Vendor as a Certified Vendor does not in any way constitute an offer to provide services or supply goods. FirstService Residential makes no representation or warranty that it will endorse the services or products of the Certified Vendor, nor is it or its clients obligated to purchase any such goods or services from the Certified Vendor.

**7. Indemnification.** The Certified Vendor shall indemnify, defend and forever hold FirstService Residential free and harmless from or against any claims asserted by any of its Condominium Corporation clients against FirstService Residential on account of any claim or liability resulting from or arising out of the Certified Vendor's negligent or intentional misrepresentation/s concerning the certifications and information supplied to FirstService Residential hereunder, including reasonable legal fees and costs incurred by FirstService Residential in the defense of any such claims.

**8. Ethical Conduct** Vendor has also been advised that FirstService Residential Ontario has a policy forbidding any of its employees from soliciting or accepting any gratuity or compensation from any person or entity offering services to the Owners of the Properties. Vendor shall not offer or give to any employee of FirstService Residential Ontario any gratuity or compensation in any form and shall report to the President, or Legal Counsel of FirstService Residential Ontario any effort by an employee of FirstService Residential Ontario, to solicit Vendor in violation of this policy.

**FirstService Residential Ontario ("FirstService Residential")  
Terms and Conditions for Certified Category "B" Vendors**

The Vendor is seeking to become a FirstService Residential Certified Vendor for the purpose of providing goods and services to FirstService Residential's Condominium Corporation clients.

**1. Certified Vendor Classifications:**

**A. Certified Gold:** Certified Gold vendors meet the minimum requirements for Certified Vendors and also provide to FirstService Residential and its Condominium Corporation client/s additional insured endorsements on the certificate of insurance that state "FirstService Residential Ontario and any of its managed Condominium Corporations."

**B. Certified Silver:** Certified Silver vendors meet the minimum requirements and also provide to FirstService Residential and its Condominium Corporation client/s additional insured endorsements with the certificate of insurance that state "FirstService Residential Ontario and [specifically named Condominium Corporation client/s] of FirstService Residential's group of managed Condominium Corporations."

**2. Certifications by Vendor.** Vendor must certify that all information submitted to FirstService Residential, FirstService Residential's clients and BCS (an independent business credentialing company) is current, true and correct and the Vendor understands and agrees that FirstService Residential and its client/s are relying on all such information.

**3. Term of Certified Status.** Vendor understands that should FirstService Residential accept the Vendor as a Certified Vendor such approval will remain in full force, effective for one year from its enrollment date, provided that Vendor complies with these Terms and Conditions throughout the certification period. One year after the enrollment date the Certified Vendor is required to re-certify with the program.

**4. Warranties and Representations.** Vendor hereby represents and warrants to FirstService Residential and its clients that:

**A.** It will continuously keep the information in the application up to date, in the event of any change.

**B.** The persons named in the application and those executing required certifications and agreements, and those providing warranties and representations for Certified Vendor status have the actual authority of Vendor to do so and to legally bind the Vendor.

**C.** Certified Vendor shall at all times comply with all applicable laws, ordinances, regulations and all lawful orders and guidelines of any duly constituted authority;

**D.** All services performed or goods supplied shall be provided or supplied in accordance with the terms of a valid work order issued by FirstService Residential or its Condominium Corporation clients or otherwise in accordance with a written agreement covering the scope of work to be provided;

**E.** Vendor and Vendor's employees and principals carry and maintain in good standing all appropriate licenses for any and all work undertaken.

**F.** No work Vendor is engaged to perform is excluded from Vendor's policies of insurance.

**G.** Vendor understands and agrees that FirstService Residential has no responsibility for any payment under a Vendor agreement to furnish goods or services to a Condominium Corporation and Vendor agrees to provide all invoices in the legal name of the Condominium Corporation for which the work or materials are being performed or supplied.

**H.** Vendor shall ensure that any subcontractors are duly licensed and insured.

**5. Insurance Requirements.** Throughout the term that the Vendor is a Certified Vendor, it will maintain in full force and effect policies of insurance including at a minimum the following

**A. WSIB - Worker's Compensation**

i. Statutory limits of insurance covering employees.

**B. Commercial Public Liability** coverage extended to include:

i. Limits of insurance:

- \$2,000,000 each occurrence for bodily injury and property damage

- \$3,000,000 each occurrence for General Liability

ii. FirstService Residential and its clients shall be included on an endorsement as "additional insureds".

**C. Required Insurance Certificate and Endorsements.** An original Certificate of Insurance and necessary endorsements must be provided evidencing coverage in accordance with the terms set forth herein. Original renewal Certificates of Insurance shall be provided one to two weeks prior to the expiration of any coverage required. Certificates shall specifically state the risks covered and amounts thereof - as well as the fact that such insurance may not be cancelled or amended to provide coverage

which would be inconsistent with these Terms and Conditions without prior written notice to the additional insured. All coverage shall apply to all locations where the Registered Vendor performs services for FirstService Residential's clients.

**D. Other Insurance.** Such other insurance coverage in such amount as is customary for the industry in which the Certified Vendor operates.

**6. Limitations.** Acceptance by FirstService Residential of the Vendor as a Certified Vendor does not in any way constitute an offer to provide services or supply goods. FirstService Residential makes no representation or warranty that it will endorse the services or products of the Certified Vendor, nor is it or its clients obligated to purchase any such goods or services from the Certified Vendor.

**7. Indemnification.** The Certified Vendor shall indemnify, defend and forever hold FirstService Residential free and harmless from or against any claims asserted by any of its Condominium Corporation clients against FirstService Residential on account of any claim or liability resulting from or arising out of the Certified Vendor's negligent or intentional misrepresentation/s concerning the certifications and information supplied to FirstService Residential hereunder, including reasonable legal fees and costs incurred by FirstService Residential in the defense of any such claims.

**8. Ethical Conduct** Vendor has also been advised that FirstService Residential Ontario has a policy forbidding any of its employees from soliciting or accepting any gratuity or compensation from any person or entity offering services to the Owners of the Properties. Vendor shall not offer or give to any employee of FirstService Residential Ontario any gratuity or compensation in any form and shall report to the President, or Legal Counsel of FirstService Residential Ontario any effort by an employee of FirstService Residential Ontario to solicit Vendor in violation of this policy.

**FirstService Residential Ontario ("FirstService Residential")  
Terms and Conditions for Certified Category "C" Vendors**

The Vendor is seeking to become a FirstService Residential Certified Vendor for the purpose of providing goods and services to FirstService Residential's Condominium Corporation clients.

**1. Certified Vendor Classifications:**

**A. Certified Gold:** Certified Gold vendors meet the minimum requirements for Certified Vendors and also provide to FirstService Residential and its Condominium Corporation client/s additional insured endorsements on the certificate of insurance that state "FirstService Residential Ontario and any of its managed Condominium Corporations."

**B. Certified Silver:** Certified Silver vendors meet the minimum requirements and also provide to FirstService Residential and its Condominium Corporation client/s additional insured endorsements with the certificate of insurance that state "FirstService Residential Ontario and [specifically named Condominium Corporation client/s] of FirstService Residential's group of managed Condominium Corporations."

**2. Certifications by Vendor.** Vendor must certify that all information submitted to FirstService Residential, FirstService Residential's clients and BCS (an independent business credentialing company) is current, true and correct and the Vendor understands and agrees that FirstService Residential and its client/s are relying on all such information.

**3. Term of Certified Status.** Vendor understands that should FirstService Residential accept the Vendor as a Certified Vendor such approval will remain in full force, effective for one year from its enrollment date, provided that Vendor complies with these Terms and Conditions throughout the certification period. One year after the enrollment date the Certified Vendor is required to re-certify with the program.

**4. Warranties and Representations.** Vendor hereby represents and warrants to FirstService Residential and its clients that:

**A.** It will continuously keep the information in the application up to date, in the event of any change.

**B.** The persons named in the application and those executing required certifications and agreements, and those providing warranties and representations for Certified Vendor status have the actual authority of Vendor to do so and to legally bind the Vendor.

**C.** Certified Vendor shall at all times comply with all applicable laws, ordinances, regulations and all lawful orders and guidelines of any duly constituted authority;

**D.** All services performed or goods supplied shall be provided or supplied in accordance with the terms of a valid work order issued by FirstService Residential or its Condominium Corporation clients or otherwise in accordance with a written agreement covering the scope of work to be provided;

**E.** Vendor and Vendor's employees and principals carry and maintain in good standing all appropriate licenses for any and all work undertaken.

**F.** No work Vendor is engaged to perform is excluded from Vendor's policies of insurance.

**G.** Vendor understands and agrees that FirstService Residential has no responsibility for any payment under a Vendor agreement to furnish goods or services to a Condominium Corporation and Vendor agrees to provide all invoices in the legal name of the Condominium Corporation for which the work or materials are being performed or supplied.

**H.** Vendor shall ensure that any subcontractors are duly licensed and insured.

**5. Insurance Requirements.** Throughout the term that the Vendor is a Certified Vendor, it will maintain in full force and effect policies of insurance including at a minimum the following

**A. WSIB - Worker's Compensation**

**1.** Statutory limits of insurance covering employees.

**B. Commercial Public Liability** coverage extended to include:

**i.** Limits of insurance:

- \$2,000,000 each occurrence for bodily injury, property damage, and General Liability

**ii.** FirstService Residential and its clients shall be included on an endorsement as "additional insureds".

**C. Required Insurance Certificate and Endorsements.** An original Certificate of Insurance and necessary endorsements must be provided evidencing coverage in accordance with the terms set forth herein. Original renewal Certificates of Insurance shall be provided one to two weeks prior to the expiration of any coverage required. Certificates shall specifically state the risks covered and amounts thereof - as well as the fact that such insurance may not be cancelled or amended to provide coverage which would be inconsistent with these Terms and Conditions without prior written notice to the additional

insured. All coverage shall apply to all locations where the Registered Vendor performs services for FirstService Residential's clients.

**D. Other Insurance.** Such other insurance coverage in such amount as is customary for the industry in which the Certified Vendor operates.

**6. Limitations.** Acceptance by FirstService Residential of the Vendor as a Certified Vendor does not in any way constitute an offer to provide services or supply goods. FirstService Residential makes no representation or warranty that it will endorse the services or products of the Certified Vendor, nor is it or its clients obligated to purchase any such goods or services from the Certified Vendor.

**7. Indemnification.** The Certified Vendor shall indemnify, defend and forever hold FirstService Residential free and harmless from or against any claims asserted by any of its Condominium Corporation clients against FirstService Residential on account of any claim or liability resulting from or arising out of the Certified Vendor's negligent or intentional misrepresentation/s concerning the certifications and information supplied to FirstService Residential hereunder, including reasonable legal fees and costs incurred by FirstService Residential in the defense of any such claims.

**8. Ethical Conduct** Vendor has also been advised that FirstService Residential Ontario has a policy forbidding any of its employees from soliciting or accepting any gratuity or compensation from any person or entity offering services to the Owners of the Properties. Vendor shall not offer or give to any employee of FirstService Residential Ontario any gratuity or compensation in any form and shall report to the President, or Legal Counsel of FirstService Residential Ontario any effort by an employee of FirstService Residential Ontario to solicit Vendor in violation of this policy.